

**VOLUNTARY CLEANUP CONTRACT
17-5130-RP**

**IN THE MATTER OF
FORMER SINGER COMPANY SITE, PICKENS COUNTY
and
ONE WORLD TECHNOLOGIES, INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and One World Technologies, Inc., pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the Former Singer Company Site ("Site"). The Former Singer Company property is located at 225 Pumpkintown Highway, Pickens, South Carolina ("Property"). The Property includes approximately 95.31 acres and is bounded generally by Sparks Lane on the north; commercial occupancies and Ann Street on the west; Holder Street and Pumpkintown Highway on the east; and East Jones Avenue on the south. The Property is identified by the County of Pickens as Tax Map Serial Number 4181-12-97-9113. A legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, the HWMA, and in regulations promulgated under the foregoing statutes, or the Brownfields/Voluntary Cleanup Program.

- A. "OWT" shall mean One World Technologies, Inc. OWT is a Delaware corporation authorized to do business in South Carolina with its principal place of business in South Carolina located at 1428 Pearman Dairy Road, Anderson, South Carolina.
- B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- C. "Contract" shall mean this Responsible Party Voluntary Cleanup

Contract.

- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601(14).
- F. "Petroleum" and "Petroleum Product" shall mean crude oil or any fraction of crude oil, which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds for each square inch absolute), including any liquid, which consists of a blend of petroleum and alcohol and which is intended for use as a motor fuel.
- G. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- H. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership,

prospective ownership, or possessory or contractual interest of OWT.

- I. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- J. "Site" shall mean all areas where a Hazardous Substance, Petroleum, Petroleum Product, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- K. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- L. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. The owners and operators of the Property include the following:
 - i. Poinsett Lumber and Manufacturing Company (later merged into The Singer Company) 1939-1988
 - ii. Ryobi Motor Products Corporation 1988-2000
 - iii. One World Technologies, Inc. 2000-present
- B. The Site has been utilized for the manufacture of sewing machine heads and power tools from the 1950s to 2016, when OWT operations moved to a new location.
- C. Prior to OWT's ownership certain substances were discovered in groundwater beneath the Site. Ryobi Motor Products Corporation

worked with the Department from 1990 to 2000 to address the assessment and remediation of volatile organic compounds (VOCs) in the groundwater at the Site. Since 2000, OWT and the Department have worked cooperatively without a signed contract to complete the investigation. OWT has operated a groundwater extraction system and is evaluating additional remedial measures.

- D. Probable sources of contamination identified to date at the Site include two distinct areas under the concrete floor of the main manufacturing building, where chlorinated solvent degreaser units may have operated. Investigations to date have confirmed that the primary source of VOCs in groundwater is likely from these areas identified in June 2012 on the western end of the manufacturing building. Since 1990, VOCs have been detected in the groundwater between the main building and Town Creek. In regard to contaminants of concern identified at the Former Singer Company Site, Town Creek has generally been found to be in compliance with regulatory standards.
- E. Ryobi Motor Products Corporation (Ryobi) initiated a Site investigation in 1991. Subsequent investigations conducted between 1991 and 1994 were completed in an effort to determine the extent of the groundwater and soil impacts. Documents of findings submitted to the Department included hydrogeologic assessment reports dated May 1991, November 1991, March 1992, July 1992, May 1993, and June 1994.
- F. In 1994, the Department determined that the Ryobi had assessed the vertical and horizontal extent of VOC contamination to the Department's satisfaction. Ryobi submitted a Corrective Action Plan to the Department in November 1994, to install two extraction wells near Town Creek to recover and treat VOCs from groundwater before they could reach the creek. One extraction well in the saprolite aquifer was installed and placed on line in 1996. Extracted

groundwater was treated through an air stripping unit and then discharged under a National Pollution Discharge Elimination System (NPDES) permit to Town Creek. The second extraction well, targeted for the bedrock aquifer, was not installed because the bedrock in that area was competent and without fractures, thereby yielding very little water.

- G. An extraction well (denoted as EW-1) was operated from 1996 to 2005, at which time two additional extraction wells (denoted as EW-3 and EW-4) were installed by OWT. Additional assessment to evaluate the source and extent of VOCs in groundwater was performed in 2001 through 2003, during which time an area under the concrete floor where a solvent degreaser unit previously operated was identified as a main source of VOCs in groundwater. A Phase I Investigation Report and a Technical Memorandum (Phase II Investigation Report) were submitted to the Department in January 2002 and January 2003, respectively. A Detailed Engineering Report, containing the plans and specification for extraction wells EW-3 and EW-4, was submitted to the Department on November 19, 2004. A fourth extraction well (EW-5) was installed in 2013 following Department approval of the plans and specifications. The groundwater extraction system with four extraction wells continues to be operated today.
- H. From 2010 to the present, OWT has conducted additional site investigations to determine if additional sources of VOCs are present with the potential to cause harm or impact groundwater and provide new hydrogeological information on which to base further investigation and ultimate remediation decisions. The OWT provided this new information to DHEC in various reports in 2011 and 2012, and in September 2012, OWT submitted a plan for additional investigative work. Additional investigative work to evaluate the extent of VOCs in soil and groundwater beneath the concrete floor

of the main building and the extent of VOCs in groundwater outside the main building was conducted in October 2012.

- I. From 2012 to present OWT has continued work at the Site including submittal of the RI Report (which was approved by the Department on June 27, 2013), and submittal of a Feasibility Study and a Removal Work Plan.

RESPONSE ACTIONS

3. OWT agrees to submit to the Department for review and written approval, the following reports and work plans (hereafter "Work Plans") for the Site which are consistent with the technical intent of the National Contingency Plan. The Work Plans shall be implemented upon written approval from the Department. The Work Plans shall include the names, addresses, and telephone numbers of the consulting firm performing the work, the analytical laboratory retained by OWT and certified by the Department, and OWT's contact person for matters relating to this Contract. OWT will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plans and will notify OWT in writing of any deficiencies in the Work Plans, and OWT will respond in writing to the Department's comments within thirty (30) days of OWT's receipt of the Department's notice of any deficiency. The Work Plans and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina.

- A. Within 60 days of execution of this Contract, submit to the Department a Data Gap Evaluation Report. This report should identify information needed and confirm existing information regarding the nature and extent of chlorinated solvent contamination at the Site;
- B. Within 30 days of execution this Contract, submit to the Department a Work Plan for the abandonment and replacement of the Process Water Well, PW-1. The replacement well may be an extraction well for plume capture in this area but will not necessarily need to be capable of water supply;

- C. Within 30 days of execution of this Contract, submit to the Department a Pilot Study Work plan. This workplan should identify the methods and schedules for insitu treatment of contaminated groundwater areas needing proactive measures;
- D. Within 90 days of the execution of this Contract, mobilize equipment to begin the removal of chlorinated solvent contaminated soil beneath the western end of the main building at the Site as approved by the Department on December 9, 2016;
- E. Within 60 days of completion of the approved removal action, submit a removal evaluation report;
- F. Within 60 days of implementation of the Pilot Study, submit an Effectiveness Evaluation Groundwater Monitoring plan. This plan is to evaluate the effectiveness of the removal, injection Pilot Study, and continued operation of the groundwater pump and treat system located near Town Creek.
- G. If determined necessary by the Department, conduct a Feasibility Study to evaluate remedial alternatives for addressing Contamination at the Site.

4. OWT shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted to the Department for information purposes only. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by OWT.

5. OWT shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take duplicates of any samples collected by OWT pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter

thereafter, OWT shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence which may or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) nationally recognized overnight delivery service company, or (D) hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

The Department: Jan Trent
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
trentjc@dhec.sc.gov

OWT: Kent Coleman
Environmental, Fire and Life Safety Manager
1428 Pearman Dairy Road
Anderson, SC 29625

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

PUBLIC PARTICIPATION

8. Upon execution of this Contract, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National

Contingency Plan. OWT will reimburse the Department's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. OWT shall, within thirty (30) days of the execution date of this Contract, pay to the Department by certified or cashier's check the sum of twenty-nine thousand one hundred forty-eight dollars and twenty-seven cents (\$29,148.27) to reimburse estimated past response cost incurred by the Department through January 1, 2017 ("Past Costs") relating to the Site. OWT payment for Past Costs should be submitted to:

The Department: David Wilkie
South Carolina Department of Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

In accordance with §§ 44-56-200 and 44-56-740, OWT shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work, and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

OWT: Kent Coleman
Environmental, Fire and Life Safety Manager
1428 Pearman Dairy Road
Anderson, SC 29625

All of OWT's payments should reference the Contract number on page 1 of this Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). OWT and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property, and to any owner of other property that is included in the Site. If OWT is unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by OWT.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after OWT has completed the actions required under this Contract, OWT shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of OWT and witnessed, signed, and sealed by a notary public. OWT shall record this restrictive covenant with the Register of Deeds in Pickens County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the restrictive covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require OWT or subsequent owners

of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. OWT or subsequent owners of the Property shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

12. Upon execution of this Contract by the Department, OWT, its signatories, parents, subsidiaries, successors and assigns shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2), S.C. Code Ann. § 44-56-200, for the matters addressed in this Contract. "Matters addressed" are all Response Actions taken or to be taken at or in connection with this Site under this Contract and any subsequent amendments to the Contract, and all response costs incurred or to be incurred under this Contract and any subsequent amendments to the Contract. Further, by resolving its liability to the State for some or all of a Response Action in this administrative settlement, OWT may seek contribution to the extent authorized under 42 U.S.C. § 9613(f)(3)(B), S.C. Code Ann. § 44-56-200 from any person who is not a party to this administrative settlement. A thirty (30) day comment period shall be required prior to the Department's execution of the Contract, and shall commence upon publication of the notice of the proposed Contract in the *South Carolina State Register*.

13. Nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against a responsible party who is not a signatory to the Contract and who is not a signatory's parent, subsidiary, successor and assign.

14. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site.

Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

15. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against OWT for any matters not expressly addressed by and settled through this Contract.

16. Upon successful completion of the terms of this Contract, OWT shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that OWT has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), will give OWT a Certificate of Completion that provides a covenant not to sue to OWT, its signatories, parents, subsidiaries, successors and assigns for the work done in completing the Response Actions specifically covered in the Contract and completed in accordance with the approved work plans and reports. The covenant not to sue and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that OWT successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, OWT, its signatories, parents, subsidiaries, successors and assigns agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

17. OWT and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should OWT elect to terminate, it must submit to the Department all data generated pursuant to this Contract,

and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

18. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by OWT, its parents, subsidiaries, successors and assigns;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in OWT's or its parents', subsidiaries', successors' and assigns', business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract;
or
- G. Failure by OWT to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

19. Upon termination of the Contract under Paragraph 17 or 18, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of the Contract by OWT or the Department does not end the obligations to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

20. The signatories below hereby represent that they are authorized to enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY: _____
Daphne G. Neel, Chief
Bureau of Land and Waste Management
Environmental Quality Control

DATE: _____

Reviewed by Office of General Counsel

DATE: _____

ONE WORLD TECHNOLOGIES, INC.

Bette Ann Brautigam
Signature

DATE: 5-22-17

Bette Ann Brautigam, Treasurer
Printed Name and Title

APPENDIX A

Legal Description of the Property

County of Pickens

Tax Map Serial Number 4181-12-97-9113

ALL OF THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF PICKENS, STATE OF SOUTH CAROLINA, CONTAINING 110.18 ACRES, MORE OR LESS, AS SHOWN ON PLAT BY FREELAND-CLINKSCALES AND ASSOCIATES, INC., DATED JULY 12, 1988, OF RECORD IN THE OFFICE OF THE CLERK OF COURT FOR PICKENS COUNTY, SOUTH CAROLINA, IN PLAT BOOK 35 AT PAGE 167, REFERENCE TO WHICH IS HEREBY INVITED FOR A MORE COMPLEX DESCRIPTION AS TO METES AND BOUNDS, COURSES AND DISTANCES.

THIS BEING THE SAME PROPERTY CONVEYED UNTO RYOBI PRODUCTS CORP., BY DEED FROM THE SINGER COMPANY DATED AUGUST 16, 1988, AND RECORDED AUGUST 17, 1988, IN THE OFFICE OF THE CLERK OF COURT FOR PICKENS COUNTY, SOUTH CAROLINA, IN DEED BOOK 43 AT PAGE 302.

And...

All of that certain tract of land identified as "Tract B" on the survey entitled Survey for Ryobi Motor Products Corp. "Pickens Plant" dated April 7, 2000, as recorded in the Office of the Pickens County South Carolina Register of Deeds in Plat Book 392 Page 9-12 (the "Survey") with all improvements thereon, said tract comprising approximately 14.87 acres and having metes and bounds commencing at an iron pin on the southeast corner of the property identified on the Survey as being owned by Billy W. Jones, then 51.74 feet N 05°25'21" E to an iron pin (1/2" rod) along the eastern boundary of said property of Billy W. Jones, then 40.62 feet S 11°47'40" E along the southwestern boundary of a property identified on the Survey as being owned by Thrift Brothers Inc. then 350.49 feet N 75°34'44" E to an iron pin at the southeast corner of said property of the Thrift Brothers, Inc. then 26.83 feet S 04°37'19" W to a PK nail in the middle of an asphalt roadway, then 306.45 feet along the middle of said roadway N75°16'44"E to a PK nail, then 216.03 feet along the middle of said roadway N 85°35'57" E to a PK nail, then 197.57 feet along the middle of said roadway S 86°42'25" E to a PK nail, then 170.00 feet along the middle of said roadway S 88°51'47" E to a PK nail, then 756.08 feet S21°47'45"W to an iron pin [one inch crimp top pipe], then 96.12 feet S 21°47'45" W to a point, then 24.33 feet N 81°55'04" W to a point, then 268.26 feet N 65°33'34" W to a point, then 616.54 feet N 74°49'01" W to a point along the western boundary of property identified on the Survey as being owned by Leona W. Crowther, et al., then 10.34 feet N 07°23'56" W to an iron pin [1" crimp top pipe], then 353.82 feet to an iron pin [1/2 " Rod], then 21.96 feet N 89°13'25" W to the starting point

(continued on next page)

Singer Company Site
VCC-RP between DHEC & One World Technologies, Inc.

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